

**REQUEST FOR PROPOSAL**

STATE OF WISCONSIN  
DEPARTMENT OF HEALTH & FAMILY SERVICES  
DIVISION OF DISABILITY AND ELDER SERVICES  
BUREAU OF QUALITY ASSURANCE

**INFORMAL DISPUTE RESOLUTION SERVICES**

**RFP # 0435-DDES- SM**

**FAXED PROPOSALS WILL NOT BE ACCEPTED  
LATE PROPOSALS WILL BE REJECTED  
STATE RESERVES RIGHT TO REJECT ANY AND ALL PROPOSALS**

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:**

☐ Remove from proposal list for this commodity/service. (Return this page only.)

AGENCY: Department of Health and Family Services  
Attn: Pam Granzen  
ADDRESS: 1 West Wilson Street, Room 1150  
P.O. Box 2969  
Madison, WI 53701-2969

THIS IS NOT  
AN ORDER

**REQUEST FOR PROPOSAL**

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # 0435-DDES-SM. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than Public Opening ☐  
March 31, 2004, 2:00 PM (CST) No Public Opening ☐

Name (Contact for further information)

Pam Granzen

Phone

Date

(608) 266-8408

February 25, 2004

Quote Price and Delivery FOB

Destination

Item No.	Estimated Quantity and Unit	Description	Price per IDR	(Extension) Total
01	Desk Review (Basic) See Section 3.3.	INFORMAL DISPUTE RESOLUTION SERVICES CONTRACT Perform a neutral examination and assessment of written information and other documentation from both parties, render an opinion and recommendation.		
02	Telephone Review (Expanded) See Section 3.3	Base rates per IDR review, opinion and recommendation based on type of IDR (desk, telephone or in-person). A Desk Review is considered a "Basic" IDR. Telephone and In-Person Reviews are considered an "Expanded" IDR.		
03	In-Person Review (Expanded) See Section 3.3	Additional hourly rates for Professional and/or Expert Reviewers. A Professional Reviewer is considered part of a "Basic" IDR. An Expert Reviewer is considered part of an "Expanded" IDR.		
04	Professional IDR Reviewer Hourly Rate (Basic)	The price quotes here must be inclusive of all costs and incidentals in providing and administering services described herein. It is understood that the Department of Health and Family Services does not guarantee any specific number of IDR's per year. The actual number of reviews will be dependent upon requests of individual nursing homes and facilities for the developmentally disabled in Wisconsin.		
05	Expert IDR Reviewer Hourly Rate (Expanded)			
06	Reviewer Travel Rate per Hour (Expanded)			

Payment Terms

Delivery Time

☐ We claim minority preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Proposer must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5<sup>th</sup> Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center qualified under Wis. Stats. s. 16.752. Questions concerning the qualification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)	Title	Phone ( )
		Fax ( )
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

This form can be made available in accessible formats to qualified individuals with disabilities upon request.

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to the Wisconsin Department of Health and Family Services, Bureau of Quality Assurance (BQA). Proposals are for providing federal and state-required Informal Dispute Resolution (IDR) reviews, opinions and recommendations of nursing homes and facilities for the developmentally disabled (FDD) cited deficiencies.

For purposes of this RFP and to establish financial responsibility, a distinction is made between a “Basic IDR” and an “Expanded IDR.” A “Basic IDR” includes a base rate for a desk review, opinion and recommendation plus the hourly cost of a “professional” reviewer. A “professional” reviewer may include, but is not limited to, individuals with the following experience: Nursing Home Administrator, Director of Nursing, Assistant Director of Nursing, other nursing home or FDD management positions, or a regulatory compliance consultant to a nursing home or FDD.

An “Expanded IDR” is defined as any additional services beyond the “Basic IDR.” An “Expanded IDR” includes: the base rate for a telephone or in-person review, opinion or recommendation; the hourly cost of an “expert” reviewer; or travel time associated with an in-person IDR. An “expert” reviewer is defined as someone with experience beyond that identified as a “professional” reviewer. This may include, but is not limited to, a physician, pharmacist, psychologist, etc. It is expected that the contractor will provide either professional or expert reviewers as requested.

As mandated by CMS, BQA must provide some form of IDR service to the facilities it regulates, at no cost to the facility. Therefore, BQA agrees to pay the contractor directly for all IDRs completed under this agreement at an amount equal to the rate for a desk review, opinion and recommendation plus the hourly cost of a “professional” reviewer (“Basic IDR”), as established by this RFP. Any facility that requests services beyond those identified as a “Basic IDR” will be responsible to the contractor only for the difference between requested services and the “Basic IDR” services paid by BQA.

Individual nursing homes and FDDs will submit IDR requests to the Bureau. Requests will specify the type of IDR requested (desk, telephone or in-person) and the type of reviewer (professional or expert). The Bureau will forward a copy of the IDR request and all review materials from both parties (the facility and the Bureau) to the contractor. The contractor, as a neutral “reviewer” will examine and assess the written information and other documentation from both parties. The contractor will render an opinion and recommendation to the Bureau.

As directed by CMS, BQA will retain the responsibility to review and the authority to overturn the recommendations of the contractor. After review of the contractor’s recommendation, BQA will communicate the final IDR decision, including the contractor’s recommendation, to the facility. If BQA’s final IDR decision does not concur with the contractor’s recommendation, the reasons for overriding the contractor’s recommendation will be explained to both the facility and the contractor. As a condition for approval of outsourcing this service, CMS is requiring BQA to “conduct a 100% review of all IDRs conducted by the contractor” until BQA believes that the contractor is following the intent of federal regulations and the State Operations Manual. The contractor’s internal quality assurance and improvement programs may be utilized by BQA as an adjunct to its own review. It is anticipated that 100% review will continue for a minimum of six months.

Nursing Homes and FDDs will have the opportunity to choose a Basic IDR or an Expanded IDR. Basic IDR services will include the base fee for a Desk Review plus the hourly rate of a professional reviewer, determined by the award of this Request for Proposal. An Expanded IDR may include additional fees for telephone reviews, in-person reviews, travel time or expert reviewer hourly rates, as determined by the award of this Request for Proposal. BQA will pay the total fees associated with each Basic IDR directly to the vendor. Any additional fees incurred at the request of the facility will be the responsibility of the facility.

Because this is a new method of IDR in Wisconsin, the contractor will be expected to work with the state in presenting options and procedures to Wisconsin nursing home and FDD provider communities. In addition to written materials to be developed by the contractor and state, several presentations will be scheduled throughout the state to educate providers.

The State as represented by the Department of Health and Family Services intends to use the results of this solicitation to award a contract for IDR reviews, opinions and recommendations as defined by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS) and the Wisconsin Department of Health and Family Services.

Additional information on the IDR process is available at the following web sites:

- <http://cms.hhs.gov/manuals/cmstoc.asp> The State Operations Manual (SOM), Chapter 7, Section 7212;
- <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> The Code of Federal Regulations (CFR), Title 42, Chapter IV, Section 488.331; and
- [http://www.dhfs.state.wi.us/rl\\_DSL/Publications/03-013.htm](http://www.dhfs.state.wi.us/rl_DSL/Publications/03-013.htm) BQA Memo # DSL-BQA-03-013, Informal Dispute Resolution (IDR) Update

## 1.2 Scope of the project

The Code of Federal Regulations, Title 42 (42 CFR 488.331) requires that Wisconsin offer nursing facilities an informal opportunity to dispute cited deficiencies. Although not required, Wisconsin has chosen to extend this process to FDD's.

Informal Dispute Resolution for long-term care facilities, as currently prescribed by CMS, differs significantly from traditional dispute resolution. In the latter process, a neutral third party, or mediator, assists disputing parties to reach a mutually acceptable settlement through a process of "interest-based" negotiation. In the model of Informal Dispute Resolution described in this RFP, a neutral "reviewer" examines and assesses written information and other documentation from both parties, issues a decision and provides the rationale for that decision.

Currently, all IDR reviews are completed by one of the five (5) BQA Regional Field Operations Directors (RFODs) or a BQA IDR Coordinator. To assure an impartial review, an RFOD conducting a review is prohibited from reviewing cases from their own region.

The provider community has expressed concern with the current process. They believe the RFODs function as peers and their ability to provide an impartial review is limited. Although IDR Coordinators are somewhat more removed from the survey process, there remains a perception of potential bias. The provider community believes an independent contractor will promote increased objectivity, consistency, efficacy and timeliness.

The following are currently available Wisconsin IDR statistics.

### IDR Statistics for NHs and IMDs 2000 - 2003 (based on survey exit date) Updated 11/20/2003

Year	*Requests Received	Type of IDR Conducted	State/Federal Tags Associated with Requests	Request Withdrawn for Tag	Tags Having an IDR Conducted	State or Federal
2000	193	Desk Review – 12 In-Person Meeting – 104 Phone Conversation - 76 Request Withdrawn – 1	442	59	383	State – 98 Federal – 285
2001	226	Desk Review – 11 In-Person Meeting – 115 Phone Conversation – 98 Request Withdrawn – 2	557	31	526	State – 139 Federal – 387
2002	262	Desk Review – 13 In-Person Meeting – 146 Phone Conversation – 94 Request Withdrawn – 9	541	56	485	State – 135 Federal – 350
2003	203	Desk Review – 11 In-Person Meeting – 119 Phone Conversation – 73 Request Withdrawn – 0	399	8	391	State – 103 Federal – 288

\*Count of Surveys that resulted in an IDR Request.

**IDR Statistics for NHs and IMDs Continued**  
**2000 - 2003 (based on survey exit date)**  
**Updated 11/20/2003**

<b>*IDR Resolution Description</b>	<b>2000 # of Tags</b>	<b>2000 %</b>	<b>2001 # of Tags</b>	<b>2001 %</b>	<b>2002 # of Tags</b>	<b>2002 %</b>	<b>2003 # of Tags</b>	<b>2003 %</b>
Examples Deleted or Verbiage Changed	93	24.3	153	29.1	141	29.2	147	38.1
Grid Changed or Tag Changed	19	5.0	31	5.9	30	6.2	45	11.7
No Change	184	48.0	232	44.1	193	40.0	126	32.6
Other	3	0.8	2	0.4	9	1.9	3	0.8
Tag Withdrawn	84	21.9	108	20.5	110	22.8	65	16.8
Total	383	100.0	526	100.0	483	100.1	386	100.0
No Resolution Entered	0		0		2		5	
Grand Total	383		526		485		391	

\*Only one Resolution Description is indicated per tag. The actual changes that occurred as a result of IDR could span multiple Resolution Descriptions.

**IDR Statistics for ICF/MRs**  
**2000 - 2003 (based on survey exit date)**  
**Updated 11/20/2003**

<b>Year</b>	<b>*Requests Received</b>	<b>Type of IDR Conducted</b>	<b>State/Federal Tags Associated with Requests</b>	<b>Request Withdrawn for Tag</b>	<b>Tags Having an IDR Conducted</b>	<b>State or Federal</b>
2000	7	Desk Review – 0 In-Person Meeting – 2 Phone Conversation – 5	28	5	23	State – 4 Federal – 19
2001	10	Desk Review – 3 In-Person Meeting – 5 Phone Conversation – 2	21	5	16	State – 8 Federal – 8
2002	11	Desk Review – 3 In-Person Meeting – 3 Phone Conversation – 5	20	0	20	State – 2 Federal – 18
2003	11	Desk Review – 2 In-Person Meeting – 3 Phone Conversation – 6	29	0	29	State – 7 Federal – 22

\*Count of Surveys that resulted in an IDR Request.

<b>*IDR Resolution Description</b>	<b>2000 # of Tags</b>	<b>2000 %</b>	<b>2001 # of Tags</b>	<b>2001 %</b>	<b>2002 # of Tags</b>	<b>2002 %</b>	<b>2003 # of Tags</b>	<b>2003 %</b>
Examples Deleted or Verbiage Changed	6	26.1	4	25.0	7	35.0	13	44.8
Tag Changed			3	18.8	11	55.0		
No Change	13	56.5	8	50.0			12	41.4
Tag Withdrawn	4	17.4	1	6.3	2	10.0	4	13.8
Total	23	100.0	16	100.1	20	100.0	29	100.0

\*Only one Resolution Description is indicated per tag. The actual changes that occurred as a result of IDR could span multiple Resolution Descriptions.

The actual number of reviews for future years is dependent upon decisions of individual nursing homes and FDD's.

### 1.3 Procuring and contracting agency

This Request for Proposal (RFP) is issued by the Wisconsin Department of Health and Family Services, Division of Disability and Elder Services, which is the sole point of contact for the State of Wisconsin during the selection process. The person

responsible for managing the procurement process is the Section Chief of the Resident Care Review Section, Bureau of Quality Assurance, Division of Disability and Elder Services, Department of Health and Family Services.

The Wisconsin Department of Health and Family Services, Division of Disability and Elder Services will administer the contract resulting from this RFP. The contract administrator will be a Budget and Policy Analyst in the Directors Office, Bureau of Quality Assurance, Division of Disability and Elder Services, Department of Health and Family Services.

#### 1.4 **Definitions**

The following definitions are used throughout the RFP.

Agency: the Wisconsin Department of Health and Family Services.

BQA: the Bureau of Quality Assurance, within the Division of Disability and Elder Services. BQA is the state agency required, by the federal Centers for Medicare & Medicaid Services (CMS), to conduct compliance surveys, including the Informal Dispute Resolution (IDR) process.

CMS: the Centers for Medicare & Medicaid Services, the federal agency that regulates states' performance in the completion of compliance surveys of healthcare facilities.

Contractor: the proposer awarded the contract.

DDES: the Division of Disability and Elder Services, within the Department of Health and Family Services.

Department: the Wisconsin Department of Health and Family Services.

DHFS: the Wisconsin Department of Health and Family Services.

Division: the Division of Disability and Elder Services.

FDD: facility for the developmentally disabled. State terminology used interchangeably with "ICF/MR." FDD's and nursing homes are the two specific types of facilities allowed to request an IDR review.

Grid Level: refers to a mechanism used to identify the scope and severity of a deficiency. See Appendix A.

ICF/MR: an Intermediate Care Facility for persons with Mental Retardation. Federal terminology used interchangeably with "FDD."

IDR: Informal Dispute Resolution. A system to ensure that a Statement of Deficiencies (SOD) and the federal and state data systems accurately identify a provider's state of compliance relative to the regulations.

Proposer/vendor: a firm submitting a proposal in response to this RFP.

SMQT: the federal Surveyor Minimum Qualifications Test.

SOD: Statement of Deficiency.

State: the State of Wisconsin.

Tag(s): refers to a mechanism used to identify a deficiency.

#### 1.5 **Clarification and/or revisions to the specifications and requirements**

Any questions concerning this RFP must be submitted **in writing** on or before **March 8, 2004** to the RFP project manager at:

Attn: Pam Granzen, Budget & Policy Analyst  
Bureau of Quality Assurance  
Wisconsin Department of Health and Family Services  
Division of Disability and Elder Services  
1 W. Wilson, Room 1150  
P. O. Box 2969  
Madison, WI 53701-2969  
FAX: (608) 267-0352  
E-mail: granzpa@dhfs.state.wi.us

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all persons who have submitted a letter of intent.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.



Any contact with State employees concerning this RFP is prohibited, except as authorized by the RFP project manager during the period from date of release of the RFP until the notice of intent to contract is released.

#### 1.6 Reasonable accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations, contact Pam Granzen, RFP project manager at (608) 266-8408 or (608) 266-7376 (TTY).

#### 1.7 Calendar of events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
February 25, 2004	Issue Date of the RFP
March 8, 2004	Letter of Intent due from vendors
March 8, 2004	Last day for submitting written inquiries (see 1.5)
March 15, 2004	State response to written inquiries
March 31, 2004	Proposals due from vendors
April 9, 2004 (Estimated)	Notification of intent to award sent to vendors
April 30, 2004 (Estimated)	Contract start date

#### 1.8 Contract term and funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run through June 30, 2005, with an option by mutual agreement of the agency and contractor, to renew for two additional one-year periods (July 1, 2005 to June 30, 2006 and July 1, 2006 to June 30, 2007).

#### 1.9 VendorNet registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to obtain information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations call 264-7898.

### 2.0 PREPARING AND SUBMITTING A PROPOSAL

#### 2.1 General instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

## 2.2 **Incurring costs**

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

## 2.3 **Submitting the proposal**

### Technical Proposal:

Vendors must submit an original and five (5) copies of all materials required for acceptance of their proposal by 2:00 PM (CST) March 31, 2004 to:

DDES/Bureau of Quality Assurance  
Attn: Pam Granzen  
1 West Wilson Street, Room 1150  
P.O. Box 2969  
Madison, WI 53701-2969

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped as accepted by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the appropriate office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title – Informal Dispute Resolution Services
- Request for proposal number – 0435-DDES-SM
- Proposal due date – March 31, 2004

### Cost Proposal:

An original plus five copies of the **Cost Proposal must be sealed in a separate envelope and enclosed in the proposal package.** The outside of this envelope must be clearly labeled with the words “Cost Proposal, RFP Informal Dispute Resolution Services” and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above.

## 2.4 **Proposal organization and format**

Proposals should be typed with double-spacing and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections that should be submitted or responded to are:

- Response to mandatory requirements (4.1)
- Response to general requirements (4.2)
- Declaration of Conflict of Interest (4.3)
- Required forms (6.0)
  - Designation of Confidential and Proprietary Information (DOA-3027)
  - Vendor Information (DOA-3477)
  - Vendor Reference (DOA-3478)
  - W-9 Form (DOA-6448)
- Cost proposal (5.0) (DOA-3261)

The cost portion of the proposal should be calculated on form DOA-3261. No mention of the cost proposal may be made in the response to the proposal requirements of this Request for Proposal.

## 2.5 **Multiple proposals**

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

## 2.6 **Withdrawal of proposals**

Proposals shall be irrevocable until the contract is awarded unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal due date (March 31, 2004) or upon expiration of three (3) business days after the due date if received by the Bureau. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

## 3.0 **PROPOSAL SELECTION AND AWARD PROCESS**

### 3.1 **Preliminary evaluation**

The proposals may be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal. In the event that no vendors meet all of the mandatory requirements, the State reserves the right to continue the evaluation of the proposals and to select the proposal that most closely meets the requirements specified in this RFP.

### 3.2 **Proposal Scoring**

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of an evaluation committee except at the State's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

The cost proposal will be calculated with the most points available in each cost category awarded to the proposal with the lowest cost. Other cost proposals will be assigned points that correlate to those assigned to the lowest cost proposal.

### 3.3 **Evaluation criteria**

The proposals will be scored using the following criteria:

#### Description

	<u>Score/Total Available Points</u>
1. Mandatory Requirements	
a. A minimum of 3 years experience in conducting IDR, negotiations, or hearing sessions	Pass/Fail
b. A minimum of 3 years management experience in federally certified and state licensed nursing home operations	Pass/Fail
c. A minimum of 1 year experience in FDD or ICF/MR operations	Pass/Fail
2. General Requirements	
a. Evidence of successful completion of federal survey and certification training or equivalent	40 Points
b. Evidence of successful completion of state licensure training or equivalent	40 Points
c. Organization capabilities and experience in providing similar services	40 Points
d. Agency business plan	20 Points
e. Electronic communication and data processing technology	20 Points
f. Staff Qualifications	30 Points
3. General Quality and Adequacy of overall RFP	20 Points
4. Cost	
a. Base rate per IDR <u>desk</u> review, opinion and recommendation of unlimited federal citations at Grid Level A – L or state citations, correction order through class A. (Basic IDR)	10 Points
b. Base rate per IDR <u>telephone</u> review, opinion and recommendation	

	of unlimited federal citations at Grid Level D – L or state citations, correction order through class A. (Expanded IDR)	10 Points
c.	Base rate per IDR <u>in-person</u> review, opinion and recommendation of unlimited federal citations at Grid Level D – L or state citations, class C through class A. (Expanded IDR)	10 Points
d.	Additional hourly rate for professional reviewer time. (Basic IDR)	10 Points
e.	Additional hourly rate for expert reviewer time. (Expanded IDR)	10 Points
f.	Additional travel rate per hour. (Expanded IDR)	10 Points
<hr/> Total:		270 Points

For more detailed descriptions of the RFP criteria, see:

- Mandatory Proposal Requirements (4.1)
- General Proposal Components (4.2)
- Conflict of Interest (4.3)
- General Quality and Adequacy of Overall RFP Response (4.4)
- Cost (5.0)

The evaluation committee must award at least 170 points for the mandatory requirements, general requirements, and general quality and adequacy of response prior to having the cost proposal scored. A proposal that receives less than 170 points on these sections will be ineligible for further consideration.

### 3.4 **Right to reject proposals and negotiate contract terms**

The State reserves the right to reject any and all proposals. The State may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

### 3.5 **Award and final offers**

The State will compile the final scores for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the State will request a final and best offer.

Additionally, the State's evaluation process and award decisions will be subject to review by the Center for Medicare and Medicaid Services (CMS). A final award will not be made until final approval is attained from CMS.

### 3.6 **Notification of intent to award**

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. in the Bureau of Quality Assurance office at the address cited in Section 2.3, Page 8.

### 3.7 **Appeals process**

Notices of intent to protest and protests must be made in writing to the procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with the Secretary, Wisconsin Department of Health and Family Services, 1 W. Wilson Street, Room 650, P.O. Box 7850, Madison, WI 53707-7950 and received in that office no later than five (5) working days after the notices of intent to award are issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the Secretary of the Department of Health and Family Services may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

## **4.0 PROPOSAL REQUIREMENTS**

### **4.1 Mandatory Requirements**

The following requirements are mandatory and the proposer must satisfy each criterion.

- a. Vendors must show evidence of 3 years experience in conducting IDR, negotiations, or hearing sessions. Vendors must provide a summary of such experience including a brief description of the issue(s) being reviewed or negotiated, the parties involved (no specific identifiers) and their relationships, the methods of review or negotiation, and the dates of the actions (representing at least 3 years experience).
- b. Vendors must show evidence of 3 years management experience in federally certified and state licensed nursing home operations. Experience in nursing home operations is defined as having held a Nursing Home Administrator, Director or Nursing, Assistant Director of Nursing, or other management position or having worked as a consultant to a nursing home or FDD. Because the primary emphasis of IDR is compliance with federal regulation, comparable experience in another state will be considered to have met the mandatory requirement. Vendors must provide a summary of such experience including a brief description of the capacity in which the Vendor achieved experience, and the dates of the experience (representing at least 3 years experience).
- c. Vendors must show evidence of 1-year experience in FDD or ICF/MR operations. Vendors must provide a summary of such experience including a brief description of the capacity in which the Vendor achieved experience, and the dates of the experience (representing at least 1 year experience).

### **4.2 General Requirements**

- a. Vendors will provide evidence of successful completion of federal survey and certification training, specifically Surveyor Minimum Qualifications Test (SMQT) with recent on-going practical use of SMQT or equivalent experience. Evidence of equivalent experience will include sound arguments supporting the value of experience in lieu of formal SMQT training and testing. Vendors may also provide evidence of successful completion of other federal survey and certification training applicable to the delivery of this RFP.
- b. Vendors will provide evidence of successful completion of state licensure training or equivalent experience and demonstrate knowledge of applicable state regulations. State licensure training refers to instruction on Wisconsin nursing home or FDD regulations or licensure procedure. Evidence of equivalent experience will include sound arguments supporting the value of experience in lieu of formal state licensure training.
- c. Experience in reviewing IDR appeals of federal and state citations in another state may also be considered equivalent to federal survey and certification and/or state licensure training. The maximum award of points will be given to vendors that have employees who have successfully completed the SMQT (or equivalent experience) and state licensure training (or equivalent experience) and continued to work in the field of nursing home or FDD operations or regulation without interruption.
- d. Vendors will report the length of time they have been in business. Include a business plan or other indication for future growth/direction of the organization. Vendors should describe the planned method of implementing the IDR services, ability to prioritize work, management of workload to ensure IDR's are completed by due date, ability to hire sufficient qualified IDR reviewers, plans for growth, fiscal responsibility, etc. Vendors will provide a summary of the organization's capabilities and experience in providing similar services to those required by this proposal. Be specific and identify projects, dates and results. Provide the type of information about the firm that is needed to assess experience and capabilities.
- e. The contractor must utilize technology that will facilitate communication between the contractor and the Department, e.g., word processing software compatible with MS Word '97, Internet and e-mail access, photocopy and FAX capability, telephone access, etc. Vendors will describe the type of communication/data processing equipment routinely used. If the vendor does not have sufficient technological resources, describe how the requirements would be met by the contract begin date.
- f. Vendors will provide information describing the educational and work experiences of each of the key staff already hired who would be assigned to this project. Provide a position description and hiring criteria for future staff.

### **4.3 Conflict of Interest**

Vendors will provide information describing any potential conflict of interest that may arise from a contract awarded as a result of this RFP process. Vendors will include a thorough explanation of the potential conflict of interest and planned

measures to be taken to minimize the conflict of interest. See 3.0 of the Supplemental Standard Terms and Conditions for Procurements of Services (DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP).

#### 4.4 **General Quality and Adequacy of Overall Proposal**

Vendor's overall response to the RFP must be complete and thorough and demonstrate acceptable organizational and writing abilities.

### 5.0 **COST PROPOSAL**

#### 5.1 **General instructions on preparing cost proposals**

The cost proposal must be submitted in a separate sealed envelope within the written proposal package. The cost proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the State. The State will select one method and use it consistently throughout its analysis. The cost methodology will be available at the time that the proposals are due.

#### 5.2 **Format for submitting cost proposals**

Prices quoted on RFP Form DOA-3261 are the rates per IDR review, opinion and recommendation as defined in this document, reflecting all costs associated with the completed IDR, including but not limited to, phone, copying and travel expenses. Vendors must provide rates per IDR review, opinion and recommendation that represent the proposed fees based on the following types of IDR:

- a. Base rate per IDR desk review, opinion and recommendation of unlimited federal citations at Grid Level A – L or state citations, correction order through class A. (Basic IDR)
- b. Base rate per IDR telephone review, opinion and recommendation of unlimited federal citations at Grid Level D – L or state citations, correction order through class A. (Expanded IDR)
- c. Base rate per IDR in-person review, opinion and recommendation of unlimited federal citations at Grid Level D – L or state citations, class C through class A. (Expanded IDR)
- d. Additional hourly rate per IDR review, opinion and recommendation for a professional reviewer. (Basic IDR)
- e. Additional hourly rate per IDR review, opinion and recommendation for an expert reviewer. (Expanded IDR)
- f. Additional hourly rate per IDR review, opinion and recommendation for travel time. Travel time charges will be applicable only to in-person (Expanded IDR) reviews. Lodging, meals, mileage, and other travel related expenses will be reimbursed consistent with state travel guidelines.

#### 5.3 **Fixed price period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date for proposals.

#### 5.4 **Inflationary adjustment**

The contractor may receive an inflationary adjustment to his/her base fees at the start of each annual contract extension/renewal period. This increase may be based on either seventy-five percent (75%) of the increase in the prevailing Consumer Price Index for Urban Wage Earners (CPI-U) for Milwaukee, Wisconsin, in effect for the quarter ending January of the current year or five percent (5%) of the current contractor's base fees whichever is lower.

### 6.0 **REQUIRED FORMS**

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. The following blank forms are attached:

- a. Designation of Confidential and Proprietary Information (DOA-3027)
- b. Vendor Information (DOA-3477)
- c. Vendor Reference (DOA-3478)

Vendors will include a list of all clients/buyers/organizations with whom the proposer, within the last three years, has done business similar to that required by this solicitation. For each client/buyer/organization, the proposer must include the name, title, address, and telephone number of a contact person along with a brief description of

the project or assignment that was the basis for the business relationship. The procuring agency will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project.

- d. W-9 (DOA-6448)

## 7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

### 7.1 Contract requirements

- a. Within ten days of the contract award date, the contractor will provide to the contract administrator a completed Caregiver Background Information Disclosure form (HFS-64) for the agency owner/license holder and each employee who will have access to patients/clients records in the course of conducting IDR. Individuals with Background Information Disclosure forms or Department of Justice criminal history reports that indicate a conviction for a crime listed on the Department's Offenses List (see Department's Internet web site at [http://www.legis.state.wi.us/rsb/code/hfs/hfs012\\_app\\_a.pdf](http://www.legis.state.wi.us/rsb/code/hfs/hfs012_app_a.pdf)) may be barred from conducting IDR under this contract. The Department reserves the right to find that convictions for less serious offenses are substantially related to the job duties and reject any employee of the contractor as unsuitable to have contact with client records. Agency license holders with barred crimes, findings of misconduct or restrictions on licensures may result in termination of the contract.
- b. Within 30 days of the contract award date, the state will provide "IDR Coordinator" training for the contractor in Madison, Wisconsin. The State of Wisconsin is not liable for any cost incurred by the contractor in attaining any training. The contractor is responsible for the training of all employees and subcontractors regarding Department procedures and IDR requirements.
- c. Within 60 days of the contract award date, the state and the contractor will collaboratively develop written educational materials for nursing home and ICF/MR provider communities and schedule several educational presentations throughout the state.
- d. Caregiver Background Information Disclosure forms (HFS-64) for key staff must be provided to the state agency prior to that staff conducting any IDR.
- e. The contractor must retain all IDR records for the term of the contract. At the end of the contract period or in the event of contract termination, the contractor must submit all IDR records to the Department within 30 days of contract end/termination.
- f. The contractor must submit reports consistent with Department procedures including, but not limited to, accurate and complete typewritten reports, photos, diagrams, and other documentation as appropriate. Department forms and procedural training will be provided to the contractor at the initial Department training described above.
- g. The contractor must follow the rules of Patient's Rights (Chapter 50 and 51, Stats.). In addition, the contractor and employees must demonstrate a professional demeanor and appearance during IDR.
- h. The contractor must maintain the confidentiality of all individuals involved in IDR under this contract consistent with rules found in Administrative Code, Chapters HFS 12, 13 and 129 and the Privacy Rule of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- i. The contractor will render an opinion and recommendation to the Bureau within 14 days of receipt of the IDR request and review materials. Individual nursing homes and FDDs will submit IDR requests to the Bureau. Requests will specify the type of IDR requested (desk, telephone or in-person) and the type of reviewer (professional or expert). The Bureau will forward a copy of the IDR request and all review materials from both parties (the facility and the Bureau) to the contractor.

### 7.2 Payment requirements

As mandated by CMS, BQA must provide some form of IDR service to the facilities it regulates, at no cost to the facility. Therefore, BQA agrees to pay the contractor directly for all IDRs completed under this agreement at an amount equal to the rate for a desk review, opinion and recommendation plus the hourly cost of a "professional" reviewer ("Basic IDR"), as established by this RFP. Any facility that requests services beyond those identified as a "Basic IDR" will be responsible to the contractor only for the difference between requested services and the "Basic IDR" services paid by BQA.

The contractor will submit monthly invoices to the State of Wisconsin IDR Coordinator for all IDR services at an amount equal to the rate of a "Basic IDR" plus the hourly cost of a "professional" reviewer. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

Requested services beyond those identified as a "Basic IDR" will be billed directly to the facility requesting such services. Payment arrangements for costs established as the responsibility of an individual facility will be negotiated between the facility requesting the services and the contractor.

The maximum fees (Basic and Expanded) charged by the contractor will be established by this RFP.

### 7.3 **Prime contractor and minority business subcontractors**

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation. The contractor must submit the names, addresses and telephone numbers of any subcontractors within ten (10) business days of winning the contract.

The agency is committed to the promotion of minority business in the State's purchasing program. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.755, and 540.036, Wis. Stats.

The successful contractor will be encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. The agency will require from the successful contractor a quarterly report of purchases of such supplies and services, from minority businesses, necessary for the implementation of the contract.

### 7.4 **Executed contract to constitute entire agreement**

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award.

The following priority for contract documents will be used if there are conflicts or disputes.

- Official Purchase Orders
- State Request for Proposal Dated February 25, 2004 (Issue date)
- Vendor's Proposal Dated March 31, 2004 (Due date)
- Standard Terms and Conditions
- Supplemental Standard Terms and Conditions for Procurements for Services

### 7.5 **Termination of contract**

The agency may terminate the contract at any time at its sole discretion by delivering 60 days written notice to the contractor. Upon termination, the facility's or agency's liability will be limited to any completed IDR as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, written notice to that effect must be delivered by the contractor to the facility or agency not less than 60 days prior to said termination.

## 8.0 **STANDARD TERMS AND CONDITIONS**

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions (DOA-3054)). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

## 9.0 **SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS FOR SERVICES**

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.



## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.



## Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # 0435-DDES-SM includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	_____
Authorized Representative	_____
	Signature
Authorized Representative	_____
	Type or Print
Date	_____

This document can be made available in accessible formats to qualified individuals with disabilities.

**VENDOR INFORMATION**

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_  
FEIN \_\_\_\_\_  
Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_  
FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_
2. Name the person to contact for questions concerning this bid / proposal.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_  
FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_
3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_  
FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_
4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_  
FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_
5. CEO / President Name \_\_\_\_\_

VENDOR REFERENCE

FOR VENDOR: \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.



**DO NOT send to IRS**

## Taxpayer Identification Number (TIN) Verification

*Print or Type*

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

<p>➤ <b>Legal Name</b> (as entered with IRS) <b>If Sole Proprietorship enter your Last, First, MI</b></p> <hr/> <p>➤ <b>Trade Name</b> If doing business as (D/B/A) or enter business name of Sole Proprietorship</p> <hr/> <p>➤ <b>Remit Address</b> (where check should be mailed) PO Box or Number and Street, City, State, ZIP + 4</p> <hr/> <p>➤ <b>Order Address</b> (where order should be mailed) PO Box or number and street, City, State, ZIP + 4</p> <hr/> <p>➤ <b>Primary Address</b> (for return of 1099 form if different from remit address) PO Box or number and street, City, State, ZIP + 4</p>	<p>➤ <b>Entity Designation</b> (check only one) <u><b>Required</b></u></p> <p><input type="checkbox"/> Individual / Sole Proprietor</p> <p><input type="checkbox"/> Corporation (includes service corporations)</p> <p><input type="checkbox"/> Limited Liability Company – Partnership</p> <p><input type="checkbox"/> Limited Liability Company – Corporation</p> <p><input type="checkbox"/> Government Entity</p> <p><input type="checkbox"/> Hospital Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> All Other Entities</p> <p>➤ <b>Taxpayer Identification Number (TIN)</b></p> <p>If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.</p> <p>_____</p> <p>Check Only One <u><b>Required</b></u></p> <p><input type="checkbox"/> Social Security Number (SSN)</p> <p><input type="checkbox"/> Employer Identification Number (EIN)</p> <p><input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p>
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➤ **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number (     )
Signature		Date (mm/dd/ccyy)

For Agency Use Only		
Agency Number	Contact	Phone Number
Change <input type="checkbox"/> Name <input type="checkbox"/> Address <input type="checkbox"/> Other (explain)		



## Instructions for Completing Taxpayer Identification Number Verification (Substitute W-9)

### Legal Name As entered with IRS

Individuals: Enter Last Name, First Name, MI  
Sole Proprietorships: Enter Last Name, First Name, MI  
All Others: Enter Legal Name of Business

### Trade Name

Individuals: Leave Blank  
Sole Proprietorships: Enter Business Name  
All Others: Complete only if doing business as a D/B/A

### Remit Address

Address where payment should be sent if different from primary address

### Order Address

Address where order should be sent if different from primary address

### Primary Address

Address where 1099 should be sent if different from remit address

### Entity Designation

Check *ONE* box which describes the type of business entity.

### Taxpayer Identification Number

*LIST ONLY ONE:* Social Security Number OR Employer Identification Number OR Individual Taxpayer Identification Number.

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

### Certification

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

### Privacy Act Notice

Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

## Taxpayer Identification Request

In order for the State of Wisconsin to comply with the Internal Revenue Service regulations, this letter is to request that you complete the enclosed Substitute Form W-9. Failure to provide this information may result in delayed payments or backup withholding. This request is being made at the direction of the Wisconsin State Controller in order that the State may update its vendor file with the most current information.

Please return or FAX the Substitute Form W-9 even if you are exempt from backup withholding within (10) days of receipt. Please make sure that the form is complete and correct. **Failure to respond in a timely manner may subject you to a 31% withholding on each payment or require the State to withhold payment of outstanding invoices until this information is received.**

We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under section 6723 of the Internal Revenue Code.

Only the individual's name to which the Social Security Number was assigned should be entered on the first line.

The name of a partnership, corporation, club, or other entity, must be entered on the first line exactly as it was registered with the IRS when the Employer Identification Number was assigned.

DO NOT submit your name with a Tax Identification Number that was not assigned to your name. For example, a doctor MUST NOT submit his or her name with the Tax Identification Number of a clinic he or she is associated with.

Thank you for your cooperation in providing us with this information.

## APPENDIX A

### Long Term Care Scope and Severity Grid

				Level
Immediate Jeopardy (has caused or is likely to cause serious injury or harm)	<b>J</b>	<b>K</b>	<b>L</b>	<b>(4)</b>
Actual harm, negative outcome has compromised ability; Not immediate jeopardy	<b>G</b>	<b>H</b>	<b>I</b>	<b>(3)</b>
Negative outcome, physical, mental and/or psychological discomfort or potential for same	<b>D</b>	<b>E</b>	<b>F (w/ SQC)</b>	<b>(2)</b>
			<b>F (no SQC)</b>	
No actual harm; potential for causing no more than a minor negative impact	<b>A</b>	<b>B</b>	<b>C</b>	<b>(1)</b>
	<b>Isolated</b> (one or a very limited number or situation has occurred only occasionally)	<b>Pattern</b> (more than a very limited number, or situation occurred in several locations, or same resident with repeated occurrences)	<b>Widespread</b> (pervasive throughout facility or systemic failure)	

**In substantial compliance: A, B, C**

**Not in substantial compliance: D, E, F (with or without SQC), G, H, I, J, K, L**

#### Substandard Quality of Care (SQC)

Scope/severity determination of F, H, I, J, K, L in one of the following regulatory groupings:

42 CFR 483.13, Resident Behavior & Facility Practices (Tags F221-F225)

42 CFR 483.15, Quality of Life (Tags F240-F258)

42 CFR 483.25, Quality of Care (Tags F309-F333)